AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT	ID CODE	PAGE OF PAGES
		1	K	1	1 / 10
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)		IO. (If applicable)	
0001	August 3, 2005	SP0600-04-1			
	SP0600	7. ADMINISTERED BY (If o	other than Item 6)	CODE	
DEFENSE ENERGY SUPPORT CENTER					
8725 JOHN J. KINGMAN ROAD, SUITE 4950					
FT. BELVOIR, VA 22060-6200	DD 445				
G. DOTSON/DESC-PLC	P.P. 3.27				
PHONE: 703-767-9527					
FAX: 703-767-8506					
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county,	State,and ZIP Code)		(✓) 9A. AN	MENDMENT OF SOLIC	CITATION NO.
			CD0	700 04 D 0004	. 0001
				<u>600-04-R-0094</u>	1-0001
				ATED (SEE ITEM 11)	
				y 21, 2005	
			10A. N	ODIFICATION OF CO	NTRACT/ORDER NO.
BIDDER CODE:	CAGE CODE:		10B. C	DATED (SEE ITEM 13)	
CODE	FACILITY CODE				
11. THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF SOL	ICITATIONS		
[X] The above numbered solicitation is amended as set forth in Item 1	4. The hour and date specified	for receipt of Offers [$f X$] is e	xtended, [] is not	extended (Partial) See	Page 2 Paragraph 3
Offers must acknowledge receipt of this amendment prior to the hour a	nd date specified in the solicital	ion or as amended, by one of t	he following metho	ods:	
(a) By completing Items 8 and 15, and returning $\underline{1}$ copies of the a	mendment;(b) By acknowledgin	g receipt of this amendment on	each copy of the	offer submitted;or(c) By	separate letter or
telegram which includes a reference to the solicitation and amendment	numbers. FAILURE OF YOUR	ACKNOWLEDGMENT TO BE	RECEIVED AT T	HE PLACE DESIGNA	TED FOR THE
RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIE	D MAY RESULT IN REJECTIO	N OF YOUR OFFER. If by virtu	e of this amendme	ent you desire to chang	e an offer already
submitted, such change may be made by telegram or letter, provided e		,			•
specified.	g		,		
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
, , ,	DI IES ONI V TO MODII	EICATIONS OF CONTE	ACTS/ODDE	DC	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,					
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIF		IISTRATIVE CHANGES (such	as changes in pay	ing office appropriation	date, etc.) SET FORTH
IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.1	` '				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO	PURSUANT TO AUTHORITY	OF:			
D. OTHER Specify type of modification and authority)					
E. IMPORTANT: Contractor [] is not, [] is required to sign this doc	cument and return copies	to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	ganized by UCF section hea	adings, including solicitation	n/contract subje	ct matter where fea	sible.)
Offerors must acknowledge receipt of this am				ing blocks 8, 1:	5A, 15B and
15C below and returning this document with	their offer to DESC-I	PLC, fax (703) 767-8	3506.		
	(See Contin	uation Pages)			
Except as provided herein, all terms and conditions of the docume	ent referenced in Items 9A or	10A, as heretofore changed.	remain unchange	d and in full force and	d effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CO			
TOTAL MARILE AND TITLE OF SIGNER (Type Or print)		10/1. NAME AND THE OF C	ORTHAD HING OF	. IOEN (Type OF PIINT)	
ASD CONTRACTORIOSSES	450 0477 010117	40D HAUTER 0745-2 25 25	IEDIO 4		400 PATE 015::
15B. CONTRACTOR/OFFEROR	15C.DATE SIGNED	16B. UNITED STATES OF AM	IERICA		16C.DATE SIGNED

- 1. The Closing date for receipt of offers is extended to August 11, 2005 at 3:00 pm local time Ft. Belvoir, Virginia.
- 2. Under Clause B1.01, and Clause B1.01-2 the following changes are hereby made:
 - A. The following items are hereby deleted in their entirety from Solicitation SP0600-04-R-0094:

Item No.	Location	Quantity (Gals)
D62-08	San Diego, CA	900,000
D90-08	Campo, CA	1,066,400
E66-08	El Cajon, CA	1,320,000
J56-08	San Diego, CA	1,584,000

C. Clause B19.19 is added as follows:

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC APR 2005)

- (a) WARRANTIES. The Contractor warrants that--
 - (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
 - (2) The prices to be invoiced hereunder shall be computed daily in accordance with the provisions of this clause.
 - (b) **DEFINITIONS.** As used throughout this clause, the term--
 - (1) Base price means--
 - (i) The unit price offered for an item and included in the contract award schedule; or
- (ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.
- (3) **Reference price** means that published reference price or combination of published reference prices for price adjustment of individual items by product, market area, and publication as specified in (f) below.
 - (4) Date of delivery means--
 - (i) FOR TANKER OR BARGE DELIVERIES.
 - (A) F.O.B. ORIGIN. The date and time vessel commences loading.
 - (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.
 - (ii) FOR ALL OTHER TYPES OF DELIVERIES. The date product is received on a truck-by-truck basis.
- (5) **Published** means issued in either printed or electronic format by the service designated to be employed as an escalator, unless otherwise specifically stated. In the event of a conflict between the price set forth in the print version and those set forth in the electronic version for the same date, the electronic version shall prevail unless otherwise specified in (c) below.
- (c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.
- (1) **CALCULATIONS.** The prices payable hereunder shall be determined by adjusting the award price by the same number of cents, or fraction thereof, that the daily reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places.
- (i) **OIL PRICE INFORMATION SERVICE (OPIS).** For all items employing OPIS, the reference price in effect on the date of delivery shall be the end of day OPIS rack average effective (6:00 p.m. timestamp) that day. In the event there is no price published for date of delivery, then it shall be the item's reference price that was last in effect.
- (ii) **OTHER PUBLICATIONS.** Except for items employing OPIS, the reference price in effect on the date of delivery shall be that item's preselected reference price that is in effect the date of delivery. In the event there is no price published for date of delivery, then it shall be the item's reference price that was last in effect.
 - (2) REVISION OF PUBLISHED REFERENCE PRICE. In the event--
 - (i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or
- (ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditionsthe parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be
 modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to
 reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d),
 Disputes, of the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause of this contract.
- (3) **FAILURE TO DELIVER**. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f),

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Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

- (4) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed <u>60%</u> percent of the base price in any applicable program year, except as provided hereafter.
- (i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.
- (ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

 B19.19 (Con't)
- (d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.
- (e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.
 - (f) **PUBLICATIONS:** The following publication(s) is (are) used:

OPIS – Oil Price Information Service PAD Reports – Average Price for the City and Product Noted:

(DESC 52.216-9F27)

<u>COG 7</u>

PETROLEUM MARKET AREAS

<u>State</u>	<u>Counties</u>
Arizona	A. Cochise, Graham, Greenlee, Pima, Santa Cruz
	B. Coconino, Gila, La Paz, Maricopa, Mohave, Pinal, Yavapai, Yuma
	C. Apache, Navajo
<u>California</u>	A. Imperial, Los Angeles, Orange, Riverside, San Bernadino, San Diego, San Luis Obispo, Santa Barbara, Ventura
	B. Fresno, Inyo, Kern, Kings, Madera, Mono, Tulare

- C. Almeda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Plumas, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma,
 - Stanislaus, Tehama, Trinity, Tuolumne, Yuba
- D. El Dorado, Placer, Sacramento, Solano, Sutter, Yolo

Nevada A. Clark, Lincoln, Nye

B. Churchill, Douglas, Esmeralda, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, Independent City of Carson City

C. Elko, Eureka, White Pine

A. San Juan

B. Beaver, Box Elder, Cache, Carbon, Daggett, Davis, Duchesne, Emery, Garfield, Grand, Iron, Juab, Kane, Millard, Morgan, Piute, Rich, Salt Lake, Sanpete, Sevier, Summit, Tooele, Unitah, Utah, Wasatch, Washington, Wayne, Weber

GASOLINES

State	Market Area	Escalation Reference
<u>Arizona</u>	A	OPIS Tucson
	В	OPIS Phoenix
	C	OPIS Bloomfield, NM
California**	A	OPIS Los Angeles
	В	OPIS Bakersfield
	C	OPIS San Francisco
	D	OPIS Sacramento
Nevada	A	OPIS Las Vegas
	В	OPIS Sparks/Reno
	C	OPIS Salt Lake City, UT
Utah	A	OPIS Bloomfield, NM
	В	OPIS Salt Lake City, UT

** CALIFORNIA GASOLINE NOTES:

Utah

All California gasoline items will use the OPIS CaRFG Avg. for as long as there is more than one type of CaRFG shown for the given city.

CLEAR/OXYGENATED GASOLINE

- a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- c) All items will use the Conv avg if there is more than one type of conventional gasoline shown for the given city.

REFORMULATED GASOLINE

a) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.

- b) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items ,within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.
- c) All items will use the RFG Avg if there is more than one type of reformulated gasoline shown for the given city

GASOHOL

- a) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- c) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- d) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

NO. 1 DISTILLATE HIGH AND LOW SULFUR*

<u>State</u>	Market Area	Escalation Reference
<u>Arizona</u>	A	OPIS Bloomfield, NM Low Sulfur
	В	OPIS Bloomfield, NM Low Sulfur
	C	OPIS Bloomfield, NM Low Sulfur
California	A	OPIS Los Angeles CARB
	В	OPIS Bakersfield CARB
	C	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
Nevada	A	OPIS Sparks/Reno Low Sulfur
	В	OPIS Sparks/Reno Low Sulfur
	C	OPIS Salt Lake City, UT Low Sulfur
Utah	A	OPIS Bloomfield, NM Low Sulfur
	В	OPIS Salt Lake City Low Sulfur

^{*} NOTE: Applies to DF1, DL1, Kerosene 1-K, Kerosene 2-K, Burner Oil No.1, LS1, HS1, DLW, LSW

NO. 2 DISTILLATE HIGH SULFUR*

<u>State</u>	Market Area	Escalation Reference
Arizona	A	OPIS Tucson Low Sulfur
	В	OPIS Phoenix Low Sulfur
	C	OPIS Bloomfield, NM Low Sulfur
California	A	OPIS Los Angeles CARB
	В	OPIS Bakersfield CARB
	С	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
<u>Nevada</u>	A	OPIS Las Vegas Low Sulfur
	В	OPIS Sparks/Reno Low Sulfur
	C	OPIS Salt Lake City, UT
<u>Utah</u>	A	OPIS Bloomfield, NM Low Sulfur
	В	OPIS Salt Lake City

^{*} NOTE: Applies to DF2, FS2 (Burner Oil), HS2, MGO

NO. 2 DISTILLATE LOW SULFUR*

<u>State</u>	Market Area	Escalation Reference
<u>Arizona</u>	A	OPIS Tucson
	В	OPIS Phoenix
	С	OPIS Bloomfield, NM
California	A	OPIS Los Angeles CARB
	В	OPIS Bakersfield CARB
	С	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
<u>Nevada</u>	A	OPIS Las Vegas
	В	OPIS Sparks/Reno
	C	OPIS Salt Lake City, UT
<u>Utah</u>	A	OPIS Bloomfield, NM
	В	OPIS Salt Lake City

^{*} NOTE: Applies to DL2, DLS, LS2, LSS, BDI

1238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) EVALUATION PREFERENCE.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) **WAIVER OF EVALUATION PREFERENCE**. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
 - [] Offer elects to waive the evaluation preference.
 - (d) AGREEMENT. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

3. In Accordance with Clause B19.19., ECONOMIC PRICE ADJUSTMENT, the following base references are hereby Corrected as follows:.

		_	Manlad	_	Base
Laastian	Ctata	Carreter	Market	Dublication	Reference
Location	State	County	Area	Publication ODIC Les Angeles CADD	Price
319-68	CA	SAN DIEGO	A	OPIS Los Angeles CARB	1.8245
505-BD	AZ	YUMA	В	OPIS Phoenix	1.8464
562-BD	CA	KERN	В	OPIS Bakersfield	1.8701
566-BD	CA	SAN DIEGO	A	OPIS Los Angeles CARB	1.8245
572-10	CA	IMPERIAL	A	OPIS Los Angeles	2.0571
582-10	CA	KINGS	В	OPIS Bakersfield	2.0525
582-BD	CA	KINGS	В	OPIS Bakersfield CARB	1.8701
593-BD	CA	IMPERIAL	A	OPIS Los Angeles CARB	1.8245
602-BD	CA	VENTURA	A	OPIS Los Angeles CARB	1.8245
602-E8	CA	VENTURA	A	OPIS Los Angeles CARB	
612-10	CA	SAN DIEGO	Α	OPIS Los Angeles	2.0571
612-BD	CA	SAN DIEGO	Α	OPIS Los Angeles CARB	1.8245
618-08	CA	SAN DIEGO	Α	OPIS Los Angeles	1.8982
618-94	CA	SAN DIEGO	Α	OPIS Los Angeles CARB	1.8245
640-BD	CA	SAN DIEGO	Α	OPIS Los Angeles CARB	1.8245
656-BD	CA	ORANGE	Α	OPIS Los Angeles CARB	1.8245
715-68E	NV	CHURCHILL	В	OPIS Sparks/Reno	1.848
750-241	AZ	PIMA	Α	OPIS Tucson	1.9069
776-US	CA	YUBA	С	OPIS San Francisco CARB	1.8545
800-08	CA	VENTURA	Α	OPIS Los Angeles	1.8982
806-131	CA	RIVERSIDE	Α	OPIS Los Angeles CARB	1.8245
841-13	CA	Santa Barbara	Α	OPIS Los Angeles CARB	1.8245
841-E8	CA	SANTA BARBARA	Α	OPIS Los Angeles	
900-24	NV	WASHOE	В	OPIS Sparks/Reno	1.8973
C32-68	AZ	COCONINO	В	OPIS Phoenix	1.8464
D34-E8	CA	ALAMEDA	С	OPIS San Francisco	
D42-BD	CA	FRESNO	В	OPIS Bakersfield	1.8701
E38-68	CA	INYO	В	OPIS Bakersfield	1.8701
E59-10	CA	KERN	В	OPIS Bakersfield	2.0525
E84-BD	CA	SACRAMENTO	D	OPIS Sacramento	1.8091
F58-08	CA	IMPERIAL	Α	OPIS Los Angeles	1.8982
F58-68	CA	IMPERIAL	Α	OPIS Los Angeles CARB	1.8245
F72-BD	CA	DEL NORTE	С	OPIS San Francisco	1.8161
G20-BD	CA	MADERA	В	OPIS Bakersfield	1.8701
G74-BD	CA	MADERA	В	OPIS Bakersfield	1.8701
G78-BD	CA	MADERA	В	OPIS Bakersfield	1.8701
J30-BD	CA	FRESNO	В	OPIS Bakersfield	1.8701
K09-BD	CA	FRESNO	В	OPIS Bakersfield	1.8701
K11-BD	CA	FRESNO	В	OPIS Bakersfield	1.8701
K12-BD	CA	FRESNO	В	OPIS Bakersfield	1.8701
L11-70	CA	MARIPOSA	С	OPIS San Francisco	1.8161
M50-24	NV	NYE	Α	OPIS Las Vegas	1.8983
M50-68	NV	NYE	Α	OPIS Las Vegas	1.826
M50-94	NV	NYE	Α	OPIS Las Vegas	1.826
M50-BD	NV	NYE	Α	OPIS Las Vegas	1.826
M50-E8	NV	NYE	Α	OPIS Las Vegas	
		· -	- •	2 2 = 30 . 0 9 00	

COVER SHEET

PAGE 1

ATTACHED

ATTACHED

4. Index of the Offer Submision Package is corrected as follows:

INDEX SCHEDULE

(Continuation from Blocks 19-24 of the Standard Form 1449)

CLAUSE NO.	CLAUSE TITLE	PAGE
B1.01	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)	2
B1.01-2	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)	12

PREAWARD

CLAUSE NO.	CLAUSE TITLE	PAGE
K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (MAR 2005/JAN 2004/APR 2002/OCT 2000)	OSP – 11
L2.05-5	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC JAN 2005)	24

POSTAWARD

CLAUSE NO.	CLAUSE TITLE	PAGE
I1.03-3	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC JAN 2004)	27
I1.03-8	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC FEB 2005)	29
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)	IBR
I1.03-9	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2005)	31

ADDENDUM 1 – REGULATORY SOLICITATION PROVISIONSAND CLAUSES

CLAUSE NO.	CLAUSE TITLE	PAGE
I 117	NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE	OSP -
LII/	DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC APR 2005)	21

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION

<u>TITLE</u> <u>LOCATION</u>

DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS
SF1449, SOLICITATION/ORDER OF COMMERCIAL ITEMS
STATE LISTING OF SOLICITED ITEMS
OFFEROR SUBMISSION PACKAGE (OSP)

ADDENDUM 2 - POSTAWARD CONTRACT CLAUSES

CLAUSE NO.	CLAUSE TITLE	PAGE
B19.19	ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC APR 2005)	AMN 1
C16.27	FUEL, BIODIESEL (B20) (DESC APR 2005)	33 / OSP 2
C16.69	FUEL SPECIFICATIONS (PC&S) (DESC JAN 2005)	33

ADDENDUM 2 - POSTAWARD CONTRACT CLAUSES (CONT'D)

CLAUSE NO.	CLAUSE TITLE	PAGE
E22	LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC OCT 2004)	38
F1.09-2	DETERMINATION OF QUANTITY (PC&S) (DESC JUL 2005)	41
F3.03	NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC APR 2005)	43
G150.06.	SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC MAR 2005)	43
G150.06-1	SUBMISSION OF INVOICES FOR PAYMENT (AF SITES) (DESC MAR 2005)	45

ADDENDUM 2 - POSTAWARD CONTRACT CLAUSES (CONT'D)

CLAUSE NO.	CLAUSE TITLE	PAGE
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DESC MAY 2005)	45
I1.03-9	CONTRACT TERMS & CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) ADDENDUM (DESC MAR 2005)	31
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE (DESC APR 2005)	47
I238.02	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)	AMN 1